

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is dated this 28th day of December, 2016, by and between Local 890, LIFE ("Union" or "Local 890"), and Liberty Ashes, Inc. ("Liberty Ashes") (jointly referred to as the "Parties").

WHEREAS, the Union and Liberty Ashes are signatories to a Collective Bargaining Agreement ("CBA") for the period of January 1, 2016 through December 31, 2018;

WHEREAS, Liberty Ashes and Local 890 met to negotiate a mid-term modification to the CBA on December 28th, 2016;

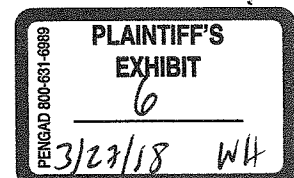
WHEREAS, Liberty Ashes and Local 890 met to negotiate a Wage Re-Opener as is required pursuant to the terms of the current CBA;

WHEREAS, the Parties wish to execute this MOA to modify the existing CBA between the the Union and Liberty Ashes;

NOW, THEREFORE, the Parties agree as follows:

1. The Grievance and Arbitration Clause of the CBA, Article 8, will be amended to reflect the following additional language:

To ensure the uniform administration and interpretation of this Agreement in connection with federal, state, and local wage-hour statutes, all claims, accruing at any time, brought by either the Union or Employees, concerning an employee's hours and wages including, but not limited to, claims arising under the Fair Labor Standards Act ("FLSA"), the New York Labor Law or Local Law (collectively, the "Covered Statutes"), in any manner, shall be subject exclusively, to the grievance and arbitration procedures described in the collective bargaining agreement. There shall be no right or authority for any of the above claims to be arbitrated



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- on a class wide basis. The costs of the arbitration shall be borne equally between the Union and the Employer and not the employee.
2. Liberty Ashes will pay to each bargaining unit Employee, upon ratification of the language referred to in Paragraph 1 above, a bonus in the amount of \$156.00, to be paid on the next paydate of Liberty Ashes, to wit, January 6, 2017.
 3. The Parties have also agreed to the following amount to be paid to the Employees pursuant to negotiations in accordance with the "Wage Re-Opener" as contained in the Current CBA, Appendix "A": effective January 1, 2017, all Employees shall receive a \$0.175 (17 and a half cents) per hour wage increase. Said amount will be paid in addition to the amount as per Paragraph 2 above.
 4. The Driver/Helper Reward Plan and Clean Truck Program shall be eliminated effective December 31, 2016.
 5. All ~~Drivers and Helpers~~ ^{Employees} will receive a \$200.00 boot allowance once per year to be paid in the month of January for each successive year of the CBA.
 6. The Amount of the Cleaning Allowance currently in the CBA will be applied to the maintenance of a Uniform Service that is to be supplied by Liberty Ashes to all Bargaining Unit Members, at no cost to the Employees, to the extent of five (5) shirts and five (5) pants per week.
 7. Liberty Ashes will commit to building and finishing a locker room for the unit employees.
 8. All other terms and conditions as contained in the current CBA between Local 890 Land Liberty Ashes will remain in full force and effect.

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LOCAL 890, LIFE:

[Signature]
Name: Dina Chielara
Title: Union Delegate

Jonathan Kober Driver

LIBERTY ASHES, INC.:

[Signature]
Name: STEPHEN BELLINO
Title: SECRETARY

12/28/16

Jonathan Kober Driver

EMPLOYEES OF LIBERTY ASHES, INC.:

DATE

Shondra B. Phansiri 12-28-2016

Rajesh Karon 12-28-16

Francisco Gonzalez 12/28/16

Shiraine Kader 12/28/16

D. Bando 12/28/2016

[Signature] 12/28/2016 Nelson Segura

Felix [Signature] 28/12/16

Jamaine Pior 12-28-16

Shaun Williams 12-28/16

J. Cobarr 12-28/16

Mano Bostich

[Signature]

[Signature]

Jonathan Kober Driver

